

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and making their technical offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Pradhan Mantri Bhartiya Janaushadhi Kendra

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Agency (as the case may be) for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION 1

INTRODUCTION

1.1. Background

1.1.1 Department of Health, Medical Education and Family Welfare, Government of Jharkhand has signed Memorandum of Understanding with Pharmaceuticals & Medical Devices Bureau of India (PMBI) formerly known as Bureau of Pharma PSUs of India (PMBI) to establish Jan aushadhi Kendra at various Medical Colleges, District Hospitals and Community Health Centre. The Pradhan Mantri Janaushadhi Pariyojna was launched in 2008, with the aim of selling generic medicine at affordable prices through dedicated outlets i.e. Jan Aushadhi Kendra (PMBJK) in various districts of the country. Proposed Pradhan Mantri Bhartiya Jan Aushadhi Kendra referred to as the “ Project” would cater to the population of Jharkhand.

The Chief Medical officer of the District/ Medical Superintendent of the zonal Hospital/ Medical Officer in-charge of CHC referred to as the “ Authority”will provide the space within the premises of the District Hospital/CHC/Other government Hospital as the case may be. The space in the medical college will be provided By Superintendent of the Medical College. The Selected bidder (s) shall be required to install and equipment at the Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK)with required furniture and fixtures, computer, printer, scanner etc, obtain Drug license, engage qualified pharmacist registered in Jharkhand State only and any other applicable norms so as to be able to legally commence operation of the Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK).

1.1.2 The Selected Bidder, shall be responsible for, operation and maintenance of the Project under and in accordance with the provisions of a tripartite agreement (“**Tripartite Agreement**”)to be entered in to between Pharmaceuticals & Medical Devices Bureau of India (PMBI), Authority and Selected Bidder in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.3 The Bidder shall be selected based on the technical qualification score as defined in **Clause 2.2.2**. The bidder scoring highest score (“**Highest Bidder**”) will be awarded the Project.

1.1.4The SelectedBidder will be entitled to collect medicine charges as per the guidelines issued by PMBI from time to time.

1.1.5 The TripartiteAgreement sets forth the detailed terms and conditions for grant of the Project to the Selected Bidder, including the scope of the Selected Bidder services and obligations.

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the

Pradhan Mantri Bhartiya Janaushadhi Kendra

scope of services and obligations of the Selected Agency set forth in the Tripartite Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date as specified.

1.2. Brief description of Bidding Process

1.2.1 Eligibility Criteria for Bidder(s)

The following category of persons are eligible to establish Pradhan Mantri Bhartiya Jan Aushadhi Kedras (PMBJKs) :

- (i) Reputed NGOs/Societies/Trusts/Partnerships/Private Individuals/etc shall be eligible for setting up PMBJKs, Individuals should be domiciles of Jharkhand State.
- (ii) A Pharmacist registered with the Pharmacy Council of Jharkhand.
- (iii) Doctors and Registered Medical Practitioners are eligible to apply. However, for operating the Kendras services of a Pharmacist registered with the Pharmacy Council of Jharkhand shall be mandatory.

1.2.2 The Authority has adopted a single stage process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under single envelope. In terms of this RFP, the Bidder shall pay to the Authority a sum of Rs. 5,000 (Rupees Five Thousand Only) as the cost of the RFP process ("**Document Fee**") which is non-refundable. The Document Fee shall be in the form of a demand draft issued by a Scheduled Bank in India, in favour of _____ payable at _____. The Bidder is also required to deposit a demand draft issued by a Scheduled Bank in India, in favour of _____ payable at _____, along with its Bid, a Bid Security of following amounts for **each of the Project** that the Bidder bids for (the "**Bid Security**"),

- (a) INR 50, 000 (Rupees fifty thousand Only) **for each of the Medical College;**
- (b) INR 35,000 (Rupees thirty five thousand Only) **for each of the District Hospital;** and
- (c) INR 20,000 (Rupees twenty thousand Only) **for each of the CHC & Others**

The said Bid Security shall be refundable not later than 60 (Sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained for end of the term of the project.

- 1.2.3 Eligibility and qualification of the Bidder (The “**Bidder**”) will be examined based on the details submitted under the envelop (“**Technical Bid**”) with respect to eligibility and qualifications criteria prescribed in this RFP.
- 1.2.4 Interested bidders (the “**Bidders**”) are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified for submission of Bids (the “**Bid Due Date**”).
- 1.2.5 The complete Bidding Documents including the draft Tripartite Agreement for the Project is enclosed for the Bidders.
- 1.2.6 During the Bid Stage, Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.
- 1.2.7 Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.
- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing through post or e-mail to the officer designated (Name..... Designation..... Address..... email ID.....) The envelope/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for **Establishment of Pradhan Mantri Bhartiya Janaushadhi Kendra in Medical Colleges/District Hospital/CHC in Jharkhand**".

1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

SL. No.	Event Description	Date
1.	Invitation of RFP	Details on Covering letter
2.	Last date for receiving queries	
3.	Pre-Bid meeting	
4.	Authority response to queries latest by	
5.	Last late of Bid Submission(Bid due date)	

7.	Opening of Technical Bids	
9.	Letter of Award (LOA) [Within 30 days of Bid Due Date]	
10.	Validity of Bids	
11.	Signing of Tripartite Agreement [Within 30 days of award of LOA]	

SECTION-2 INSTRUCTION TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 A Bidder shall submit only 1 (one) Bid. A Bidder bidding shall not be entitled to submit another bid for the same Project.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Tripartite Agreement shall have the meaning assigned thereto in the Tripartite Agreement.
- 2.1.43 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Tripartite Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Tripartite Agreement.
- 2.1.4 The Bid shall be furnished in the format prescribed in the RFP. The Technical Bid shall be as per **Appendix IA** of the RFP. In the event of any difference between figures and words, the words shall be taken into account.
- 2.1.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.6 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.7 The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

- 2.1.8 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.9 A Bidder may either be a Company incorporated under the Companies Act or be a Society registered under Societies Registration Act, 1860, or any other Indian law for registration of societies/a trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of public trust or Non-Governmental Organization/Charitable Organization registered under the applicable governing laws/Individual.
- 2.1.110 Any entity which has been barred by the Government of Jharkhand or Government of India , or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid,
- 2.1.11 In computing the Technical Capacity, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

- 2.1.12 The following conditions shall be adhered to while submitting a Bid:
- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - b) information supplied by a Bidder must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms; and
 - c) in responding to the RFP submissions, Bidders should demonstrate their capabilities.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) A Bidder may either be a Company incorporated under the Companies Act, or be a Society under Societies Registration Act, 1860, or any other Indian law for registration of societies or trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of public trust or NGO/Charitable Organization incorporated under applicable governing laws or Individual/sole proprietor).
- (b) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Tripartite Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2 (72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa)

above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

For purposes of this RFP, Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- (c) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii)

execution of the Tripartite Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Tripartite Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Tripartite Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Tripartite Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Provided that, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.20.7 (a) and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2 To be eligible for this RFP a Bidder shall be selected based on highest score on the parameters described below:

- (i) A three-member committee shall be constituted by the Deputy Commissioner of that district comprising following members: -
 - a) Deputy Development Commissioner, as chairman.
 - b) Medical Superintendent for medical college/ Chief Medical Officer for District Hospital/CHC as Member –Secretary.
 - c) Drugs Inspector of that area as representative of the State Drugs Control Directorate as member.
- (ii) **Bidder(s)** shall be selected based on highest score and constituted three members committee may consider on the parameters described below:

	Parameter	Marking Scale	Maximum marks
A.	The bidder(s) should be Resident of Jharkhand in case of individual or in case of others it should be	For individual: Resident of the same district and for others: Jharkhand registration and registered office in same district of	10 Points

	registered in Jharkhand	Jharkhand	
		For individual: resident of any district adjoining the district in which respective Medical College/District Hospital/CHC is located. For Other: Jharkhand registration and registered office in adjoining district of Jharkhand	8 Points
		For individual: resident of any District of Jharkhand and, For Other: Jharkhand registration and registered office in any district of Jharkhand	5 Points
		In case none of the above.	0 Points
B.	Experience in buying and selling of medicine with a copy of Drug license or /and certificate issued by competent authority:	For experience of more than 5 years	5 Points
		For experience less than 5 years but more than 4 years	4 Points
		For experience less than 4 years but more than 3 years	2.5 Points
		In case none of the above	0 Points
C.	Additional 5 point will be given, if bidder is an individual pharmacist.		
D.	Additional 10 point will be given for SC/ST/Women Entrepreneurs/Divyang		
	Maximum Marks	-	30

- I. In order to qualify the Bidder should score minimum 5 points in parameter in A & B.

Pradhan Mantri Bhartiya Janaushadhi Kendra

- II. In case the Bidder obtains the same total score the Bidder(s) scoring maximum marks on point number one (I) will be selected;
- III. In case the Bidder obtains same score on the evaluation parameter number one and total score, the Bidder scoring maximum on point number two (II) will be selected;
- IV. In case the Bidder obtains same score on the evaluation parameter number one, two and total score, the Bidder with highest average annual turnover will be selected.
- V. In case of any disputes/discrepancy, the decision of the three committee member shall be final.

2.2.3 The Bidders shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

- (i) The Bidder shall provide documentary evidence by way of Statutory Auditor' /Chartered Accountant's certificate and/or client certificate and/or agreement copy and/or Letter of Award as the case may be in support of the Technical Capacity as specified in this Clause. Such documentary evidence shall be duly signed by the whole-time director (in case if the Bidder is a Company)/ trustee/chairperson/president, as the case may be;
- (ii) Supporting documents such as documents supporting experience in buying and selling of drugs; and
- (iii) Certificate(s) from its statutory auditors/ CA specifying the net worth and annual turnover of the Bidder, as at the close of the preceding financial year.
- (iv) An Affidavit affirming that the Selected Bidder shall:
 - a. Engage in Janaushidi kendra only unemployed Pharmacists registered with Pharmacy Council of Jharkhand.
 - b. The Selected Bidder will ensure round the clock availability of the pharmacist at its Janaushidi kendra. The name of such pharmacist should be duly incorporated/ registered with office of drug control; and the name of pharmacist should be reflected in the Drug License.
 - c. The Selected Bidder will be solely responsible for the hiring and discharging of the employees along with the payment of wages.
- (v) For Company/Trust and Society a copy of certificate of incorporation (applicable to only company), charter documents/registration certificates under applicable law and certificate(s) from its statutory auditors/ CA in support of its legal entity status and evidencing the fact that they have operational business in the individual district of Jharkhand. Individual is required to provide the proof of domicile either through copy of registration certificate under Jharkhand Shop and Establishment Act, 1953 or Income Tax Receipt.

(vi) Copy of PAN, TAN and GST

vii) In case of sole proprietorship bidder (individual) may provide GST certificate/ or other indirect tax filed certificate for last three years to establish the annual turnover.

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters.
- (d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred in Clause hereinabove shall not be a basis for any claim for compensation, damages, extension of

Pradhan Mantri Bhartiya Janaushadhi Kendra

time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Tripartite Agreement by the Selected Bidder;

- (f) acknowledged that it does not have a Conflict of Interest;
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof; and

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the highest scoring Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

2.6.3 In case it is found during the evaluation or at any time before signing of the Tripartite Agreement or after its execution and during the period of subsistence thereof, including the Project thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Tripartite Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Tripartite Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder, as the case may be, without the Authority being liable in any manner

whatsoever to the Selected Bidder . In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Tripartite Agreement or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below,

Invitation for BIDs

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

2.7.2 The draft Tripartite Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the officer designated (Name..... Designation..... Address..... email ID.....). They should send in their queries before the date mentioned in the Schedule of Bidding Process as specified. The Authority shall endeavour to respond to the queries within the period specified. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority

Pradhan Mantri Bhartiya Janaushadhi Kendra

or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice includes clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.8.5 If a Bidder does not provide clarifications as per Clause within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be send to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.10.2 The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.11 Documents comprising Technical Bid

2.11.1 The Bidder shall submit the Technical Bid comprising of the following documents along with supporting documents as appropriate:

Technical Bid

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I and supporting certificates / documents;
- (b) Power of Attorney for signing the Bid as per the format at Appendix-II;
- (c) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate,;
- (d) Other documents
 - i. Aadhar Card/Any other address proof
 - ii. Pan Card
 - iii. Registration Certificate of the firm , if applicable
 - iv. Pharmacist Registration Certification
 - v. Certificate of SC/ST/or physical Disability, if applicable
 - vi. ITR for last two years
 - vii. Bank statement for last 6 months
 - viii. Declaration of GST registration once threshold limits achieved
 - ix. Proof of Address of Registered office in Jharkhand
 - x. Annual turnover of last financial year
 - xi. Experience in buying and selling of medicine with a copy of Drug license or /and certificate issued by competent authority.
 - xii. “Documents Fee” as per clause 1.2.2.
 - xiii. “Bid security” as per clause 1.2.2.
 - xiv. Self Affidavit that there is no legal case pending against the applicant in any police station.

2.11.2 The documents listed at clause 2.11.1 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Technical Bid for Establishment of Pradhanmantri Bhartiya Janaushadhi Kendra in Jharkhand” and shall clearly indicate the name and address of the Bidder.

2.11.4 The envelope shall be addressed and submitted at the following address:

Address: [To be Filled by the bidding authority]

2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 Bid Due Date

Technical Bid comprising of the documents listed in the RFP shall be submitted in hard copy on or before 1300hours IST on Bid Due Date at the address provided in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Procedure for tendering

2.14.1 Submission of Bids:

2.14.1.1 The Bidder shall prepare 1 (one) original set and 1 (one) copy of the Technical Bid and supporting documents (together with the documents required to be submitted pursuant to this RFP) and clearly marked as "Technical Bid for Establishment of Janaushadhi Kendra in Jharkhand - ORIGINAL" and "Technical Bid for Establishment of Janaushadhi Kendra in Jharkhand - COPY". The Bidder shall also provide 1 (one) soft copy of Technical Bid and supporting documents on a Compact Disc (CD)/Pen Drive. In the event of any discrepancy between the original and the copy, the original shall prevail.

2.14.2 Modifications/ Substitution/ withdrawal of Bids

2.14.2.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

2.14.2.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.14.2.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the

Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (One hundred and Twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

SECTION-3 EVALUATION OF TECHNICAL BIDS

3.1 Opening and Evaluation of Technical Bids

3.1.1 The Authority shall open the Technical Bids received at 1500 hours IST on the date specified, at the place specified and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Technical Bids in accordance with the provisions set in this RFP.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP.
- 3.2.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Opening and Evaluation of Technical Bids

The Authority shall inform the venue and time of opening of the Technical Bids to the Bidders. The Authority shall open the Technical Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publically announce the results of the Technical Bid for each of the Bidder.

3.4 Selection of Bidder

- 3.4.1 Subject to the provisions, the Bidder whose Bid is adjudged as responsive and the Bidder scoring the highest technical score as per Clause shall be declared as the selected Bidder (the “**Selected Bidder**”).
- 3.4.2 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**First Round of Bidding**”), the Authority may select next highest scoring Bidder.
- 3.4.3 After selection, a Letter of Award (the “**LOA**”) shall be issued for each of the Project, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven)days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.4.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Tripartite Agreement within the period prescribed. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Tripartite Agreement.

3.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save

and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.6 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.7 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.8 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Tripartite Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Tripartite Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Tripartite Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Tripartite Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Tripartite Agreement, or otherwise if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Tripartite Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from

the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Tripartite Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Tripartite Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Tripartite Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (d) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- (e)

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and places mentioned in clause. A maximum of three representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process including any terms and conditions specified in this RFP.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

[On the letter head of the Bidder/ Lead Bidder]

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID

To,
{.....Name of Authority}

Sub: Technical Bid for Establishment of Janaushadhi Kendrain Jharkhand

Dear Sir,

1. With reference to your RFP document dated¹, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the agency for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a agency for the establishment of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we or our/ their Associates have neither blacklisted by Government of Jharkhand or Government of India or any of its associates.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no

¹All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

Pradhan Mantri Bhartiya Janaushadhi Kendra

person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause of the RFP document.
9. I/ We believe that we/ satisfy(ies) the Net Worth/turnover criteria and meet(s) all the requirements as specified in the RFP document.
10. The Directors / President / Chairperson / Trustee of our _____ (*Please mention the exact nature of the entity such as Company / Society / Trust / Sole Proprietorship*) M/s _____ have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
13. The Statement of Legal Capacity as per format provided in Appendix-IA of the RFP document, and duly signed, is enclosed.
14. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Tripartite Agreement it would, notwithstanding anything to the contrary contained in the Tripartite Agreement, be deemed a breach thereof, and the Tripartite Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
15. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or be a society or trust incorporated under the applicable laws of its relevant Jurisdiction of origin.
16. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Tripartite Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

18. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Tripartite Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Tripartite.
19. The documents accompanying the Technical Bid, as specified in Clause of the RFP, have been submitted.
20. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
21. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
22. I/We shall keep this offer valid for days from the Bid Due Date specified in the RFP.
23. I/ We hereby submit our Bid as indicated in Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Tripartite Agreement
In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, Name and designation of the Authorised signatory)

Place:

(Name and seal of Bidder)

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Appendix IA

Annex-I

Details of Bidder

1. (a) Name:
- (b) Country/State of incorporation:
- (c) Address of the corporate headquarters and its branch office(s)/ registered office, a:
- (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company/Trust/Society including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) E-Mail Address:

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
–[Details of Authority to be filled]

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

APPENDIX-III

Format for Power of Attorney for signing of Bid

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of..... and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the establishment of Janaushadhi Kendra in Jharkhand proposed or being developed by the Department of Health, Medical Education & Family Welfare Government of Jharkhand (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Tripartite Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Tripartite Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address
of person authorized by Board Resolution
in case of Firms/Company)/Partner in case of
Partnership Firms

Witnesses:

- 1.
- 2.

Notarized
Notarized
Person identified by me/personally appeared before me
/signed before me/Attested/Authenticated*
(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date _____

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*